

ORDERING PROCEDURES

MASTER SERVICES AGREEMENT

FOR

PROJECT (FSR) IMPLEMENTATION
SERVICES & SOFTWARE FOR:

IMAGING
WORKFLOW
DOCUMENT MANAGEMENT
COMPTON OUTPUT TO LASER DISK (COLD)
DATABASE
DOCUMENT/DATA CAPTURE

February 24, 1999

PROCUREMENT DIVISION MISSION STATEMENT

*We ensure the success of our customer's mission by providing strategic acquisition
and materiel management guidance while maintaining public trust.*

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(Please note that the contractor's price lists are found on the Internet at
www.pd\dgs\ca\gov\acqui\mau.htm)

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

INTRODUCTION

A. PURPOSE

This new Master Services Agreement is designed to provide **PROJECT IMPLEMENTATION SERVICES & SOFTWARE FOR IMAGING; WORKFLOW; DOCUMENT MANAGEMENT; COLD; DATABASE; and DATA CAPTURE PROJECTS**, for State agencies and participating local agencies. A local agency is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 12110.

B. BENEFITS

- Eliminate the need for additional bidding ON ANY SIZE PROJECT, consequently resulting in a quick response to a need or an opportunity
- Lower overall cost and competitive costs for the entire period of the MSA
- Competitively selected prequalified contractors, for both the MSA and for the implementation plan selection process
- Value effective procurements attained through negotiated scope of work
- Assurance that the contractor has verified experience and knowledge in the service category
- Flexibility, the ability to select the desired goods and services to match specific needs
- Functional requirements met by the latest technological solutions capable of evolving over time as the technology evolves while, at the same time, remaining within the cost and requirements of the original imaging, document management and workflow scope of the agreement
- Protection against conflict of interest between consulting and implementing contractors

C. ORDER PLACEMENT

You may place an order at any time during the effective periods of the contracts. All contracts are currently effective from **FEBRUARY 24, 1999** through **FEBRUARY 23, 2002**. The State, at its option, may extend this contract on a year to year basis up to two (2) additional years. Prices for software may vary during the two years extended period and hourly prices may vary after the second year of the agreement. All changes will be announced MSA Supplement document.

D. ORDER INITIATION

State agencies coordinate with the appropriate units within your agency (e.g., Procurement, Business Services, Contracts, etc.) and the Department of Information Technology. Local agencies must agree to the State's administrative fee, currently 1.21%. This amount will be billed directly to the agency by the DGS.

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E. STATE OF CALIFORNIA CONTACTS (DGS - Procurement Division)

Order assistance:

Fernando Vellanoweth

(916) 322-4903

Contract Management:

Bill Shelton

(916) 322-6235

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F. CONTRACTOR CONTACTS.

Contract #5-99-70-01
American Management Systems
400 Capitol Mall, Suite 2450
Sacramento, Ca 95814
Phone: 916-443-8505
FEIN: 54-0856778
VIN 215756

Contract #5-99-70-02
BMI Imaging Systems
1415 W. North Market Blvd., #3
Sacramento, CA 95834
Phone: 916-924-6666
FEIN: 94-1612389
VIN 16765

Contract #5-99-70-03
Deloitte & Touche Consulting Group LLC
2335 American River Drive, Suite 200
Sacramento, CA 95825-7065
Phone: 916-565-3100
FEIN: 06-1454515
VIN 650928

Contract #5-99-70-04
Decision Management Company
23151 Verdugo Drive, Suite 115
Laguna Hills, CA 92653-1340
Phone: 949-855-6885
FEIN: 95-3683752
VIN 1007094

Contract #5-99-70-05
EDS Corporation
3215 Prospect Park Drive
Rancho Cordova, CA 95670
Phone: 916-636-4200
FEIN: 75-1093604
VIN 681189

Contract #5-99-70-06
FileNet Corporation
3017 Douglas Blvd., Suite 300
Roseville, CA 95661
Phone: 916-774-7167
FEIN: 95-3757924
VIN 235757

Contract #5-99-70-07
HG Consulting Group
One Capitol Mall, Suite 230
Sacramento, CA 95814
Phone: 916-492-1343
FEIN: 68-0372388
VIN 689392

Contract #5-99-70-08
Imtrek
1221 S Street
Sacramento, CA 95814
Phone: 916-554-2500
FEIN: 68-0414976
VIN 219497

Contract #5-99-70-09
Infinisys, Inc.
2240 Douglas Blvd., Suite 160
Roseville, CA 95661
Phone: 916-773-5252
FEIN: 68-0274446
VIN 362276

Contract #5-99-70-10
KPMG Peat Marwick LLP
2525 Bay Area Blvd. , Suite 260
Houston, TX 77058
Phone: 281-280-0460
FEIN: 13-5565207
VIN 153816

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Contract #5-99-70-11
NEKO Industries, Inc.
8863 Greenback Lane, Suite 207
Orangevale, CA 95662
Phone: 916-983-9793
FEIN: 68-0296579
VIN 665369

Contract #5-99-70-12
OTG Software
6701 3006 Clairidge Oak Ct.
Sacramento, CA 95821
Phone: 916-971-9686
FEIN: 95-3665407
VIN 679100

Contract #5-99-70-13
Sierra Cybernetics, Inc.
22667 Old Canal Road
Yorba Linda, CA 92887-4601
Phone: 714-921-1212
FEIN: 95-3665407
VIN 620405

Contract #5-99-70-14
Sierra Systems Consultants, Inc.
2361 Rosecrans Ave., Suite 340
El Segundo, CA 90245
Phone: 310-536-6288
FEIN: 94-2741521
VIN 670106

Contract #5-99-70-15
Unisys Corporation
1331 Garden Highway, Suite 220
Sacramento, CA 95833
Phone: 916-646-5218
FEIN: 380-387840
VIN 197117

Contract #5-99-70-16
Western Integrated Systems
3560 Business Drive, Suite 112
Sacramento, CA 95820
Phone: 916-736-2191
FEIN: 94-2786660
VIN 637760

Contract #5-99-70-17
Wave Imaging Corporation
3560 Business Drive, Suite 112
San Diego, CA 92101
Phone: 619-702-0640
FEIN: 33-0541320
VIN 673840

Contract #5-99-70-18
Wilbanks Technologies Corporation
10946-G Beaver Dam Road
Hunt Valley, MD 21030
Phone: 410-771-0892
FEIN: 52-1949148
VIN 689401

Contract #5-99-70-19
Xpert Systems, Inc.
2647 West Palais Road
Anaheim, CA 92804
Phone: 714-952-9686
FEIN: 33-0822236
VIN 689411

**MSA ORDERING PROCEDURES
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CONTRACT GUIDELINES**

STEPS TO PLACING AN ORDER

1. A State or participating local agency may select any contractor(s) listed herein for the required category(ies) of service. It is suggested that agencies solicit proposals from multiple contractors in each category identified as applicable. This would provide the agency an opportunity to review and evaluate a variety of solutions.
2. An agency will contact the contractor(s), meet with them, and provide the contractor a copy of the approved FSR, or like controlling documents, and any necessary additional support material to enable development of an implementation plan. The response must indicate if the contractor is or is not currently available to perform the requested work. Each contractor will be responsible for supplying personnel to meet the needs for each purchase order.
3. The client agency will select one or more contractors to provide implementation plans and negotiate the cost of providing these plans within the ranges stipulated herein for such services. The range of prices for an implementation plan depends on the amount and type of work the contractor is being asked to provide in the plan. The range of fees for each category are based on the number of seats the order will stipulate and are listed below in #10. These costs are not necessarily meant to cover all the itemized work in developing implementation plans, but rather to defray the contractor's cost of having to produce such a document. A purchase order (STD 65) will be issued for the development of an implementation plan. It is suggested that the ordering agency negotiate to have the successful contractor include a provision in their plan to wave the plan development fee or reduce the amount in the final order.
4. The agency will review and evaluate the contractor's proposed implementation plans based on best "value effective" criteria and select one or more contractors to which to issue a purchase order (also STD 65). Prior to order issuance an agency will have met with the contractor a number of times to refine the details of the various plans being proposed by the contractor(s). All prices for software and services shall be from the contractors' price lists and have the discounts applied on the purchase order. (It is suggested the discount appear as a single subtraction from the total.) Software that is not listed on this MSA price list or services that are not associated with software purchased under this agreement may not be ordered through this MSA. No hardware may be purchased through this MSA.
5. For purposes of this MSA the rates for direct expenses are not negotiable and set at DPA rules levels for State employees current at the time of expense invoicing (DPA Rules 599.615 to 599.635). Client agencies may negotiate whether to include any direct expenses such as travel, food, or lodging in the cost elements of the implementation plan.
6. The general elements of a purchase order (STD 65) are stated below. The terms and conditions of this agreement shall prevail, including the information provided by the ordering agency in Rider-G, License Grant. Upon selection, the contractor's personnel must be available to commence the project within a mutually agreeable time. All time frames, schedules, arrangements for work orders, testing, acceptance criteria, costs, payments, personnel, etc., as well as negotiated cost elements identified in the implementation plan, shall all be present in the purchase order. All implementation plan elements normally found in a contract issued as a result of a RFP specifically for the project must be included in the purchase order. This MSA includes the necessary contract and price information. Please note the termination and change order clauses below under NEW ORDERS should be incorporated in any order placed against this MSA.

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7. Good project management techniques must be observed when multiple contractors and/or multiple phases of work are present or where multiple purchase orders have been issued to complete the project. It is suggested that a single contractor be required to accept the responsibility of a “Prime Contractor” and subcontract to the others under the terms and conditions all have accepted under this agreement, including full coordination of payments.
8. Procurements that are of an “alternative” nature will require special coordination with the Department of Information Technology. Purchase orders containing “shared benefits” type payment schedules shall be negotiated under DOIT procedures and supervision. Orders placed under alternative procurement conditions must clearly indicated the price offset arrangement from the prices shown for this MSA.
9. On-site work shall be performed during the agencies normal work day and hours unless a different schedule is specifically requested by the agency. There shall be no increase in hourly rates for extended hours or days.
10. Price Ranges for Implementation Plan Development
Agencies will be required to issue a Delegation Purchase Order (STD 65) to defray the cost of developing an implementation plan. Contractors will negotiate in good faith with client agencies to establish a fair and reasonable price for this service. The price negotiated must fall within the following ranges establish by this MSA:
 - Category I (2-30 seats, all items *a through i*) - \$1500 to \$3500
 - Category II (31 -150 seats, all items *a through i*) - \$2500 to \$5500
 - Category III (151 plus seats, all items *a through i*) - \$4500 to \$8500

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A. NEW ORDERS

Orders can be placed by completing a STD. 65, Contract/Delegation Purchase Order. Detailed instructions on completing these forms are contained in Section III below.

An ordering agency needs to compare the rates and negotiate for the required work prior to issuing an order. Once you have obtained any necessary departmental and agency approvals and completed the necessary implementation plan development COMPLETE THE STD. 65, CONTRACT/DELEGATION PURCHASE ORDER and mail it directly to the contractor.

Local Agencies may, in lieu of the State's purchase order forms, use their own purchase order document as long as it includes the same information as that required on the STD. 65, including the Agency Billing Code described below.

B. DISTRIBUTION Copies of the STD 65 must be sent to:

Department of General Services
Procurement Division - Master Agreements
1824 14th Street
Sacramento, CA 95814

C. TERMINATION

The ordering agency, at its option, may terminate its Master Agreements Order for its convenience in whole or in part, from time to time, by thirty (30) day written notice to contractor, when it is in the State's interest. If a Master Agreements order is terminated, the State shall be liable only for payment for goods completed, verifiable work in process done or for services rendered through the effective date of termination, including a reasonable profit on the goods and/or services which were not terminated.

D. CHANGES

1. The Client agency may, any time, exclusively in a writing signed by the Department Director or designee, and without notice to sureties, make changes within the general scope of the purchase order (STD 65) which affect the (1) drawings, designs or specifications; (2) method of shipment or packing; (3) place of inspection, delivery or acceptance; (4) delivery schedules; or (5) description of services to be performed; time of performance of services (i.e., hours of the day, days of the week, etc.); or place of performance of services.
2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, an equitable adjustment shall be made in the order price or delivery schedule or both, and the order shall be modified in writing accordingly. Any claim by contractor for adjustment under this provision must be asserted in writing to the Department Director or designee not later than thirty (30) days after the date of receipt by contractor of written change authorization, or within such extension as the State may grant in writing. The State may, in its sole discretion, consider any such claim regardless of when asserted. Pending any such equitable adjustment, contractor will diligently proceed with the order as modified. Where the cost of property made excess or obsolete as a result of the change is included in contractor's claim for equitable adjustment, the State shall have the right to direct the manner of disposition of such property. The State shall have the right to require the submission of supporting cost data and or to inspect contractor's pertinent books and records for the purpose of verifying contractor's claim and determining the basis for entitlement to an equitable adjustment.

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3. Contractor's claim for equitable adjustment shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The claim shall be submitted by a senior official authorized to bind the contractor in a signed writing that contains the following certification statement: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief and that the amount requested accurately reflects the order adjustment for which (insert contractor's name here) believes the State is liable."

COPIES OF ALL CHANGES MUST BE FORWARDED AS STATED ABOVE UNDER DISTRIBUTION.

E. AMENDMENTS OR CHANGE ORDERS

Amendments or changes to orders must be issued if the general scope of the original order has changed or a change in the Task Schedule has a cost impact. A Work Authorization may accompany the order and subsequent Work Authorizations may be necessary prior to commencing any particular phase of a conversion project. Work Authorizations are not to be used to authorize a change to the order. Copies of all changes must be forwarded as stated above under DISTRIBUTION.

F. AGENCY REPORTING REQUIREMENTS

If a contractor is either performing in an outstanding manner or if problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. Please send this report to the Department of General Services address above.

G. PERFORMANCE BONDS

Some Master Services Agreement Orders issued to a contractor may require the contractor to secure a performance bond. If so required, the contractor, at no cost to the State, shall furnish to the agency, prior to commencement of work, a Faithful Performance Bond in the amount of fifty percent (50%) of the Total Cost shown on the Master Services Agreement Order. The bond shall be on a form from an admitted surety insurer and must guarantee the contractor's compliance with the terms of the Order and the Job Duty Statement

A performance bond will be required when an agency chooses to use progress payments. The use of progress payments requires that not less than ten percent (10%) of the total cost shown on the MSA Order shall be withheld pending final successful completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task. This is only applicable when the benefits of completion of that task can be fully utilized without completion of subsequent tasks. Separate distinct tasks and the percentage of the total cost shown on the MSA Order that will be withheld will be clearly identified in the agency's requirements, the Master Services Agreement Order and the Job Duty Statement.

If a performance bond is required, the agency requesting service will clearly identify the requirement for a performance bond in the written statement of the agency's requirements when presented for implementation plan development. When a performance bond is required, the payment terms applicable to progress payments shall be utilized for that order. If a performance bond is required of one contractor submitting a proposal in response to an agency's requirements, it will be required of all contractors.

H. DVBE

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Since the Department of General Services awarded this MSA, the DGS will report any efforts towards DVBE participation. When placing an order against this MSA, agencies will not need to consider DVBE participation as a part of their selection criteria.

I. STATE POLICY FOR STATE AGENCIES

THE USE OF MASTER AGREEMENTS IS OPTIONAL. AGENCIES ARE STRONGLY ENCOURAGED TO OPTIMIZE THE BENEFITS OF THE MASTER AGREEMENT PROGRAM FOR THEIR AGENCY BY COMPARING DIFFERENT SCHEDULES FOR VARYING SERVICES AND PRICES AND CAREFULLY REVIEWING ALL CONTRACT TERMS AND CONDITIONS TO OBTAIN THE BEST VALUE AVAILABLE.

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CATEGORIES OF SERVICE

- CATEGORY I - Projects of small size from 2 to 30 image enabled workstations
- CATEGORY II - Projects of a medium size from 31 to 150 image enabled workstations
- CATEGORY III - Projects of a large size in excess of 150 image enabled workstations

The items awarded are listed as follows

(note: items d and g of the RFP were not awarded):

- a - Electronic Document Imaging
- b - Electronic Document Management
- c - Electronic Document Workflow
- e - Computer Output to Laser Disk (COLD)
- f - Database
- h - Document/ Data Capture

Suppliers received awards of the following items in the following categories.
Suppliers are ranked by overall technical and cost score totals within a category/item.

Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
Ams	0.934	560.220	0.870	347.877	908.097	1-b
AMS	0.973	583.585	0.842	336.933	920.519	1-c
AMS	1.028	616.909	0.848	339.355	956.264	1-e
AMS	0.953	571.533	0.942	376.824	948.357	1-f
AMS	1.041	624.694	0.840	336.135	960.829	1-h
AMS	0.911	546.835	0.906	362.557	909.392	2-b
AMS	0.904	542.189	0.884	353.422	895.611	2-c
AMS	1.029	617.143	0.992	396.652	1013.794	2-e
AMS	0.969	581.681	0.936	374.429	956.110	2-f
AMS	1.015	608.899	0.806	322.201	931.101	2-h
AMS	0.988	592.929	0.666	266.343	859.272	3-a
AMS	0.913	547.996	0.924	369.621	917.617	3-b
AMS	0.883	529.801	0.916	366.502	896.304	3-c
AMS	1.019	611.446	1.058	423.193	1034.638	3-e
AMS	0.977	586.466	0.996	398.416	984.882	3-f
AMS	1.028	617.007	0.797	318.868	935.875	3-h
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BMI	0.846	507.463	2.297	918.675	1426.137	1-a
BMI	0.900	540.212	1.617	646.645	1186.857	1-b
BMI	0.879	527.569	1.204	481.653	1009.222	1-f
BMI	0.919	551.114	1.915	766.111	1317.225	2-a
BMI	0.846	507.776	1.334	533.795	1041.570	2-b

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Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
BMI	0.895	536.936	1.158	463.194	1000.130	2-f
BMI	0.920	552.037	1.994	797.712	1349.749	3-a
BMI	0.909	545.200	1.275	510.088	1055.288	3-b
BMI	0.902	541.353	1.220	488.100	1029.454	3-f
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D & T	0.967	580.228	0.887	354.719	934.946	1-b
D & T	0.986	591.747	0.926	370.575	962.323	1-c
D&T	1.028	616.909	0.839	335.440	952.349	1-e
D & T	1.011	606.705	0.871	348.241	954.945	1-f
D & T	0.961	576.641	0.908	363.214	939.854	1-h
D & T	1.011	606.820	0.896	358.215	965.035	2-b
D & T	0.949	569.691	0.876	350.326	920.018	2-c
D & T	1.029	617.143	0.920	367.895	985.038	2-e
D & T	1.029	617.477	0.850	340.088	957.565	2-f
D & T	0.937	562.061	0.870	347.971	910.032	2-h
D & T	1.022	613.375	0.673	269.313	882.688	3-a
D & T	1.014	608.108	1.288	515.106	1123.215	3-b
D & T	0.960	576.159	0.866	346.537	922.696	3-c
D & T	1.038	622.556	0.849	339.570	962.127	3-f
D & T	0.949	569.545	0.838	335.324	904.869	3-h
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DMC	0.935	560.811	2.731	1092.320	1653.131	1-a
DMC	0.963	577.560	1.922	768.872	1346.432	1-b
DMC	0.988	592.800	1.620	647.876	1240.676	1-e
DMC	0.906	543.369	1.285	513.999	1057.368	2-e
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EDS	0.976	585.534	2.194	877.629	1463.163	1-a
EDS	1.034	620.243	1.039	415.710	1035.953	1-b
EDS	1.088	652.963	0.992	396.920	1049.882	1-c
EDS	0.886	531.818	1.039	415.611	947.429	1-e
EDS	1.011	606.705	1.467	586.869	1193.573	1-f
EDS	0.986	591.889	2.115	845.927	1437.816	2-a
EDS	1.046	627.745	0.874	349.701	977.446	2-b
EDS	1.048	628.625	0.906	362.505	991.130	2-c
EDS	0.993	595.862	1.156	462.410	1058.272	2-e
EDS	1.029	617.477	1.388	555.237	1172.714	2-f
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FileNet	0.965	578.894	0.890	356.128	935.022	1-b
FileNet	1.016	609.432	0.848	339.356	948.787	1-c
FileNet	0.960	575.782	0.849	339.402	915.184	1-e
FileNet	0.953	571.533	1.301	520.204	1091.737	1-f
FileNet	0.972	583.048	0.875	349.971	933.019	1-h
FileNet	0.944	566.365	0.950	380.134	946.500	2-b
FileNet	1.015	608.980	0.881	352.389	961.370	2-c

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Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
FileNet	0.960	576.000	0.894	357.739	933.739	2-e
FileNet	0.969	581.681	1.319	527.711	1109.392	2-f
FileNet	1.015	608.899	0.836	334.577	943.477	2-h
FileNet	1.056	633.821	0.664	265.620	899.441	3-a
FileNet	0.946	567.568	0.867	346.974	914.542	3-b
FileNet	1.026	615.894	0.881	352.412	968.306	3-c
FileNet	0.951	570.683	0.882	352.640	923.323	3-e
FileNet	0.977	586.466	1.341	536.510	1122.976	3-f
FileNet	1.028	617.007	0.821	328.350	945.357	3-h
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HG	1.034	620.243	1.081	432.391	1052.634	1-b
HG	1.088	652.963	1.012	404.612	1057.574	1-c
HG	1.011	606.705	1.170	468.158	1074.863	1-f
HG	1.041	624.694	0.996	398.378	1023.072	1-h
HG	1.052	631.348	0.682	272.996	904.345	2-a
HG	1.046	627.745	0.999	399.479	1027.224	2-b
HG	1.048	628.625	0.936	374.589	1003.214	2-c
HG	1.029	617.477	1.158	463.051	1080.527	2-f
HG	1.015	608.899	0.954	381.595	990.494	2-h
HG	1.056	633.821	0.782	312.752	946.572	3-a
HG	1.048	629.077	0.963	385.030	1014.107	3-b
HG	1.026	615.894	0.945	378.151	994.045	3-c
HG	1.038	622.556	1.165	465.996	1088.553	3-f
HG	1.028	617.007	0.919	367.687	984.694	3-h
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Imtrek	1.041	624.569	1.961	784.208	1408.777	1-a
Imtrek	1.034	620.243	0.825	329.806	950.049	1-b
Imtrek	0.952	571.342	1.365	546.072	1117.414	1-c
Imtrek	1.028	616.909	0.864	345.537	962.446	1-e
Imtrek	1.011	606.705	0.629	251.713	858.417	1-f
Imtrek	1.052	631.348	2.260	903.994	1535.342	2-a
Imtrek	1.069	641.695	1.041	416.593	1058.288	2-b
Imtrek	1.015	608.980	1.152	460.638	1069.619	2-c
Imtrek	1.029	617.143	1.084	433.520	1050.663	2-e
Imtrek	1.029	617.477	0.607	242.920	860.397	2-f
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Infinisys	0.943	566.016	1.898	759.155	1325.171	1-a
Infinisys	0.934	560.220	1.298	519.325	1079.545	1-b
Infinisys	1.011	606.705	1.219	487.607	1094.312	1-f
Infinisys	0.921	552.614	1.338	535.060	1087.674	1-h
Infinisys	0.921	552.430	1.864	745.658	1298.088	2-a
Infinisys	0.879	527.306	1.196	478.285	1005.591	2-b
Infinisys	0.922	553.044	1.379	551.623	1104.667	2-f
Infinisys	0.920	552.037	1.997	798.918	1350.955	3-a

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
Infinisys	0.902	541.353	0.862	344.747	886.100	3-f
KPMG	0.967	580.315	1.015	406.094	986.410	2-b
KPMG	0.977	586.114	0.867	346.628	932.742	3-a
KPMG	0.941	564.772	0.987	394.890	959.661	3-b
Neko	1.008	605.052	1.769	707.427	1312.479	1-a
Neko	1.067	640.251	1.073	429.361	1069.612	1-b
Neko	0.986	591.747	1.245	497.889	1089.636	1-c
Neko	0.960	575.782	0.936	374.553	950.334	1-e
Neko	1.011	606.705	0.653	261.308	868.012	1-f
Neko	1.001	600.667	0.876	350.283	950.950	1-h
Neko	0.921	552.430	1.605	642.076	1194.506	2-a
Neko	1.011	606.820	1.068	427.107	1033.927	2-b
Neko	0.982	589.336	0.969	387.626	976.961	2-c
Neko	0.960	576.000	1.030	411.975	987.975	2-e
Neko	1.029	617.477	0.688	275.387	892.864	2-f
Neko	0.984	590.164	0.839	335.583	925.747	2-h
Neko	0.954	572.483	1.257	502.670	1075.153	3-a
Neko	1.014	608.108	0.975	390.058	998.166	3-b
Neko	0.993	596.026	1.188	475.100	1071.127	3-c
Neko	0.951	570.683	0.994	397.656	968.339	3-e
Neko	1.038	622.556	0.830	332.181	954.738	3-f
Neko	0.949	569.545	0.848	339.261	908.806	3-h
OTG	1.041	624.569	1.267	506.712	1131.282	1-a
OTG	1.034	620.243	0.892	356.669	976.912	1-b
OTG	0.952	571.342	1.008	403.270	974.612	1-c
OTG	1.028	616.909	0.809	323.531	940.440	1-e
OTG	1.011	606.705	0.584	233.672	840.377	1-f
OTG	1.041	624.694	1.462	584.901	1209.595	1-h
OTG	1.019	611.619	1.343	537.338	1148.957	2-a
OTG	1.046	627.745	0.934	373.691	1001.435	2-b
OTG	0.947	568.382	1.222	488.884	1057.266	2-c
OTG	1.064	638.424	0.789	315.515	953.939	2-e
OTG	1.029	617.477	0.730	291.947	909.423	2-f
OTG	1.015	608.899	1.059	423.540	1032.439	2-h
OTG	1.022	613.375	1.391	556.315	1169.690	3-a
OTG	1.048	629.077	0.889	355.730	984.807	3-b
OTG	1.019	611.446	0.780	312.199	923.645	3-e
OTG	1.038	622.556	0.735	293.853	916.410	3-f
OTG	1.028	617.007	1.019	407.647	1024.654	3-h
S. Cyber	1.032	619.365	1.720	688.035	1307.399	1-a

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
S. Cyber	1.034	620.243	1.531	612.475	1232.718	1-b
S. Cyber	0.816	489.722	1.364	545.689	1035.411	1-c
S. Cyber	1.016	609.818	1.142	456.715	1066.533	1-e
S. Cyber	1.011	606.705	1.402	560.636	1167.340	1-f
S. Cyber	1.043	626.087	1.622	648.803	1274.890	2-a
S. Cyber	1.081	648.670	1.076	430.504	1079.174	2-b
S. Cyber	0.786	471.469	0.986	394.463	865.932	2-c
S. Cyber	1.017	610.049	0.973	389.281	999.331	2-e
S. Cyber	1.029	617.477	1.380	551.914	1169.391	2-f
S. Cyber	1.081	648.814	1.278	511.224	1160.038	3-a
S. Cyber	1.083	650.047	1.306	522.587	1172.634	3-b
S. Cyber	0.951	570.683	0.812	324.854	895.537	3-e
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S. Systems	0.735	440.750	1.088	435.005	875.755	1-c
S. Systems	0.950	569.775	1.286	514.253	1084.027	1-f
S. Systems	0.897	538.198	1.084	433.659	971.857	1-h
S. Systems	0.944	566.365	1.289	515.476	1081.842	2-b
S. Systems	0.917	550.047	1.202	480.830	1030.877	2-c
S. Systems	0.895	536.936	1.216	486.235	1023.172	2-f
S. Systems	0.898	538.642	1.036	414.338	952.980	2-h
S. Systems	0.946	567.568	0.983	393.290	960.858	3-b
S. Systems	0.927	556.291	1.027	410.708	966.999	3-c
S. Systems	0.902	541.353	1.185	474.133	1015.487	3-f
S. Systems	0.886	531.575	0.822	328.961	860.536	3-h
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Unisys	1.041	624.569	1.542	616.734	1241.304	1-a
Unisys	1.000	600.235	1.516	606.501	1206.737	1-b
Unisys	1.088	652.963	1.288	515.221	1168.184	1-c
Unisys	0.886	531.818	1.665	666.128	1197.946	1-e
Unisys	1.011	606.705	1.137	454.760	1061.465	1-f
Unisys	1.041	624.694	0.906	362.403	987.097	1-h
Unisys	1.022	612.934	1.213	485.230	1098.164	2-a
Unisys	1.011	606.820	1.148	459.186	1066.006	2-b
Unisys	1.017	610.290	0.991	396.236	1006.526	2-c
Unisys	0.887	532.020	0.746	298.205	830.224	2-e
Unisys	1.029	617.477	0.998	399.360	1016.836	2-f
Unisys	1.015	608.899	1.644	657.612	1266.512	2-h
Unisys	1.022	613.375	1.200	480.024	1093.399	3-a
Unisys	0.979	587.139	1.039	415.623	1002.762	3-b
Unisys	0.993	596.026	0.915	365.876	961.902	3-c
Unisys	0.879	527.108	1.283	513.120	1040.228	3-e
Unisys	1.038	622.556	0.952	380.885	1003.442	3-f
Unisys	1.028	617.007	1.709	683.799	1300.806	3-h

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
Western	1.088	652.963	0.575	229.934	882.896	1-c
Western	1.064	638.182	1.601	640.488	1278.670	1-e
Western	1.011	606.705	1.478	591.171	1197.876	1-f
Western	1.052	631.348	0.968	387.071	1018.419	2-a
Western	1.081	648.670	0.674	269.695	918.364	2-b
Western	1.048	628.625	0.812	324.688	953.313	2-c
Western	1.064	638.424	1.632	652.915	1291.339	2-e
Western	1.029	617.477	1.361	544.315	1161.791	2-f
Western	1.056	633.821	1.054	421.788	1055.609	3-a
Western	1.048	629.077	0.674	269.708	898.785	3-b
Western	1.026	615.894	0.821	328.510	944.404	3-c
Western	1.054	632.530	1.606	642.564	1275.094	3-e
Western	1.038	622.556	1.396	558.393	1180.949	3-f
Western	1.028	617.007	1.424	569.642	1186.649	3-h
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WIC	1.019	611.558	1.255	501.891	1113.449	1-a
WIC	1.034	620.243	0.883	353.276	973.519	1-b
WIC	1.088	652.963	1.047	418.773	1071.735	1-c
WIC	1.064	638.182	0.765	305.881	944.063	1-e
WIC	1.011	606.705	0.919	367.400	974.105	1-f
WIC	1.001	600.667	0.872	348.912	949.579	1-h
WIC	1.052	631.348	1.382	552.876	1184.224	2-a
WIC	1.046	627.745	0.963	385.221	1012.966	2-b
WIC	1.048	628.625	1.209	483.412	1112.037	2-c
WIC	1.029	617.477	0.920	367.975	985.452	2-f
WIC	0.976	585.480	0.897	358.748	944.228	2-h
WIC	1.022	613.375	1.590	636.012	1249.387	3-a
WIC	1.048	629.077	1.017	406.690	1035.768	3-b
WIC	1.026	615.894	1.273	509.314	1125.208	3-c
WIC	1.038	622.556	0.886	354.589	977.145	3-f
WIC	0.989	593.276	0.965	385.984	979.260	3-h
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Wilbanks	1.008	605.052	0.913	365.228	970.280	1-a
Wilbanks	1.000	600.235	0.680	271.973	872.208	1-b
Wilbanks	1.054	632.557	0.818	327.078	959.635	1-c
Wilbanks	1.011	606.705	1.764	705.565	1312.269	1-f
Wilbanks	1.041	624.694	1.318	527.085	1151.779	1-h
Wilbanks	1.052	631.348	1.370	547.875	1179.223	2-a
Wilbanks	1.046	627.745	1.056	422.318	1050.063	2-b
Wilbanks	1.048	628.625	1.271	508.432	1137.057	2-c
Wilbanks	1.029	617.477	1.656	662.450	1279.927	2-f
Wilbanks	1.015	608.899	1.762	704.915	1313.814	2-h
Wilbanks	1.056	633.821	1.717	686.793	1320.614	3-a
Wilbanks	1.048	629.077	1.264	505.702	1134.779	3-b

MSA ORDERING PROCEDURES

FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

Vendor	Adjusted Technical Score	Weighted Technical Score Using Weight of 600	Adjusted Cost Score	Weighted Cost Score Using Weight of 400	Final Score	Category /Item
Wilbanks	1.026	615.894	1.540	615.956	1231.850	3-c
Wilbanks	1.038	622.556	1.611	644.462	1267.018	3-f
Wilbanks	1.028	617.007	2.246	898.311	1515.319	3-h
Xpert	0.972	582.931	1.009	403.477	986.408	1-a
Xpert	0.968	580.709	1.018	407.109	987.818	1-a
Xpert	1.034	620.243	0.617	246.696	866.939	1-b
Xpert	1.034	620.243	0.617	246.696	866.939	1-b
Xpert	1.088	652.963	0.702	280.992	933.954	1-c
Xpert	1.088	652.963	0.702	280.992	933.954	1-c
Xpert	1.011	606.705	0.770	307.859	914.564	1-f
Xpert	1.011	606.705	0.778	311.121	917.825	1-f
Xpert	1.041	624.694	0.946	378.477	1003.171	1-h
Xpert	1.041	624.694	0.946	378.477	1003.171	1-h
Xpert	0.951	570.844	0.882	352.673	923.517	2-a
Xpert	0.957	573.990	0.896	358.311	932.301	2-a
Xpert	1.011	606.820	0.524	209.452	816.272	2-b
Xpert	1.011	606.820	0.524	209.452	816.272	2-b
Xpert	1.015	608.980	0.458	183.243	792.224	2-c
Xpert	1.015	608.980	0.458	183.243	792.224	2-c
Xpert	1.029	617.477	0.724	289.722	907.199	2-f
Xpert	1.029	617.477	0.724	289.722	907.199	2-f
Xpert	1.015	608.899	1.028	411.191	1020.091	2-h
Xpert	1.015	608.899	1.028	411.191	1020.091	2-h
Xpert	0.954	572.483	0.898	359.200	931.684	3-a
Xpert	0.954	572.483	0.898	359.200	931.684	3-a
Xpert	1.014	608.108	0.500	200.008	808.116	3-b
Xpert	1.014	608.108	0.500	200.008	808.116	3-b
Xpert	1.038	622.556	0.735	294.065	916.622	3-f
Xpert	1.038	622.556	0.738	295.120	917.676	3-f
Xpert	1.028	617.007	1.053	421.346	1038.353	3-h
Xpert	1.028	617.007	1.053	421.346	1038.353	3-h

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

FORMS

The STD. 65, CONTRACT/DELEGATION PURCHASE ORDER

1. Agency Bill Code

THIS FIELD IS MANDATORY. Place the five digit Agency Bill Code as assigned by the Department of General Service in this field. There is to be only one bill code per order. Local agencies without a billing code may obtain a billing code by calling (916) 323-1030. Once assigned a billing code it can be used on all future orders.

2. CONTRACT/DELEGATION NUMBER

Enter the appropriate MSA number for the supplier with whom you are placing your order in this field. These numbers are located with the supplier's addresses in this Master Services Agreement in Section Contractor Contacts.

3. PAGE NUMBER AND TOTAL NUMBER

Enter the page number and total number of pages for each order. This should be shown with two digits: (i.e. 01 of 02).

4. SHIP TO

Enter the Ship To address, or the address where documents will be picked up and delivered. Enter the name and telephone number of the person who will be responsible for accepting the work.

5. BILL TO

Enter the address where invoices will be sent. Enter the name **and** telephone number of the section that will be handling the invoice payment in your agency.

6. AGENCY ORDER NUMBER

Enter **your** agency's assigned purchase order number.

7. TERMS

Enter the terms for payment as **NET**.

8. DATE

Enter the date the purchase order will be mailed. The month, day and year should be indicated with two digits; (i.e. July 1, 1997 as 07/01/97).

9. TO FIRM ADDRESS

Enter the contractor's name and address as shown above in Contractor Contacts.

10. VENDOR NUMBER

Enter the Contractor's vendor number. Refer to above for the VIN # Contractor Contacts.

11. PROJECT INFORMATION

General project title, subdivisions of work for which payment is delineated and other overview descriptive information.

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

12. DURATION, UNIT,

STD 65 may be altered to show the headings on the attached example. For services you may wish to enter ongoing for duration and **LT** (one lot) for unit, otherwise the type service and pricing needs to be specified for each type software and service.

13. DESCRIPTION OF WORK

STD 65 may be altered to show the headings on the attached example. For services please use the appropriate descriptions from the desired supplier's price list in Rider B. Be as exact to the supplier's descriptions as possible to describe the desired services and discounted prices.

The full implementation plan needs to be referenced here. The STD 65 will refer to this document under the description section.

14. UNIT PRICE

Insert the unit price for each product and type service provided. Software prices and license agreements need to be listed. Services may be described as a *not to exceed* total, again, calculated using discounted prices. Prices may be totaled and then the total discounted; however if the unit of one (1) LT (lot) is used remember to take the discount into consideration when calculating the total price.

15. EXTENSION

Services may be described as one (1) lot (LT) and the *not to exceed* total inserted in the extension column..

16. TOTAL

Add the total of each type service from the extension column for this order, if there is more than one figure, and place the amount in this field. In the case of an amendment, enter the accumulated cost of the original order and the amendment amount to arrive at the total cost.

17. SIGNATURE

An original signature of the person with the proper signature authority within your department or agency to sign this order must appear on the purchase order.

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

STATE OF CALIFORNIA		AGENCY BILLING CODE	CONTRACT/DELEGATION NO.	PAGE OF PAGE OF	
CONTRACT/DELEGATION PURCHASE ORDER			- - - -		
STD 65 (REV. 3-91)					
S H I P T Attn: O ➤	B I L L T O ➤	DATE (MONTH, DAY, YEAR) / /			
		AGENCY ORDER NUMBER PC VENDOR: THIS NUMBER <i>MUST</i> BE SHOWN ON INVOICE			
TO FIRM ADDRESS (Type or Print Legibly)		COMPLETE ONLY WHEN TO BE USED AS VENDOR'S INVOICE			
		I hereby certify that this is a true and just bill and payment has not been received.		VENDOR'S INVOICE NUMBER	
		VENDOR'S SIGNATURE ➤			
VENDOR NUMBER S/B ETH		TITLE (OWNER, MGR., CLERK, ETC.)			
NOTICE TO MERCHANT 1. Show the Agency order number and Contract/Delegation number on your invoice. 2. Show cash discounts offered on your invoice. 3. Submit invoice in triplicate. If not on printed bill head, vendor please sign invoice.		4. Vendor's Federal Employer Identification Number is required. 5. Submit original receipted expense bills if your invoice includes prepaid transportation charges. 6. All shipments shall be F. O.B. destination unless otherwise stated on this order.		VENDOR'S TAXPAYER I.D. NUMBER (FEIN)	
DATE WANTED SHIP VIA / /				TERMS	
PROJECT INFORMATION	START DATE	DURATION	DESCRIPTION OF WORK	PRICE	EXTENSION
FOB				SALES TAX	.
CHANGE AGAINST	PROGRAM CATEGORY (CODE AND TITLE) -	FUND TITLE SRF	(OPTIONAL USE)		TOTAL
	ITEM	CHAPTER	STATUTE	FISCAL YEAR /	OBJECT OF EXPENDITURE (CODE AND TITLE)
					<input type="checkbox"/> O.E <input type="checkbox"/> EQ.
CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER I HEREBY CERTIFY, On my own personal knowledge that this order for the purchase of the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; that all such legal requirements have been fully complied with.			UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER		.
TITLE			ADJUSTMENT INCREASING ENCUMBRANCES		.
SIGNATURE			ADJUSTMENT DECREASING ENCUMBRANCES		.
➤			CERTIFIED CORRECT (SIGNATURE)		➤

DISTRIBUTION: Copy 1 - Vendor; Copy 2 - Procurement; Copy 3 - Packing Slip; Copies 4-7 - Miscellaneous (Agency)

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES
OUTLINE

TASK SCHEDULES

Task Schedule No. 1 Title: Implementation of ... Project

A. Task Description

B. Contractor Tasks and Responsibilities

C. Deliverables

D. Completion Criteria

E. State Responsibilities

1.

2. Provide ... to Contractor for tasks listed under B, above, by start date.

3. Provide ... listed under B, above.

4. Provide ... between 8:00 a.m. and 5:00 p.m. weekdays.

F. Scheduled Dates

Start:

Completion:

G. Fixed Prices

\$_____

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

STATE AGENCY MSA CONTRACT PERFORMANCE REPORT

1. GENERAL INFORMATION

Date: _____
Agency Name: _____ Contractor Name: _____
Contact Person: _____ Order Number: _____
Phone Number: _____

2. OUTSTANDING PERFORMANCE

Have you hired this Contractor previously? Yes _____ No _____

Provide a brief explanation of the situation and what was done by the Contractor that made their work outstanding:

3. PROBLEM REPORTING

Has the problem been resolved? Yes _____ No _____

Provide a brief explanation of the situation that resulted in the problem:

Discuss what has been done by the Contractor and your Agency to resolve the problem:

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

CONTRACT LANGUAGE

Reverse Side of the STD 2, Contractor's Standard Agreement, with DGS pertaining to this Agreement

- a. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract which are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claim.
- b. The Contractor, and the agents and employees of Contractor, in performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- c. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- d. Without the written consent of the State; this agreement is not assignable by Contractor either in whole or in part.
- e. Time is of the essence in this agreement.
- f. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- g. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

MSA ORDERING PROCEDURES
FOR IMAGING, WORKFLOW AND DOCUMENT MANAGEMENT PROJECT IMPLEMENTATION SERVICES

GENERAL TERMS AND CONDITIONS

1. General

- a. The purpose of this document is to define certain tasks, establish the responsibilities for accomplishing these tasks, and prescribe the payment therefore.
- b. For that work which has been clearly identified, Rider B Task Schedules, as described in Paragraph 3 below, define and authorize such work on a Fixed Price basis, with a guarantee of task completion.
- c. To the extent that additional work, not foreseen at the time this Agreement is executed, must be accomplished, Work Authorizations, as described in Paragraph 9, will be the means for defining and authorizing such work on a Labor Hour basis.
- d. This Agreement shall be governed by the laws of the State of California.
- e. This Agreement may be amended only by mutual consent of the parties in writing.

2. Funding

The State's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The State's monetary obligation under this Agreement in subsequent fiscal years is subject to and contingent upon availability of funds appropriated for the purpose of this Agreement.

3. Statement of Work

- a. Contractor shall make available to the State technically competent personnel for the purpose of providing the services required to accomplish the tasks prescribed in Rider B Task Schedules, in the manner described herein. Each such task will be considered complete when the completion criteria, as defined in the applicable Task Schedule, are met.
- b. Each Task Schedule contains, as a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task. The aggregate of the fixed costs for all Task Schedules constitutes the fixed price ceiling for all tasks described in the various Task Schedules.
- c. The Contractor agrees that Contractor will perform the services for which the Contractor is responsible, that Contractor will accomplish this work in the manner and in the time stated in the Task Schedules, and that the Contractor will provide the deliverable items as required. This performance is predicted, however, on the State meeting its responsibilities in the time and manner described in the Task Schedules.

4. Control and Supervision

The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor.

5. Personnel

- a. Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
- b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Agreement. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected hereby.
- c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however, subject to Paragraph 5b above, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d. In recognition of the fact that Contractor personnel providing services under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Contractor from performing such similar services or restrict Contractor

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from using the personnel provided to the State under this Agreement, providing that such use does not conflict with the performance of services under this Agreement.

6. Responsibilities of the State

- a. The State shall provide normal office working facilities and equipment necessary for Contractor performance under this Agreement. Any special requirements (e.g., reprographic services, computer time, keydata entry, etc.) are identified in the Task Schedules.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the various Task Schedules.
- c. Delay or failure by the State to fulfill the above described responsibilities, such that the Contractor is prevented from performing in accordance with the applicable Task Schedules, may result in additional costs to the State and deviations from previously agreed upon work schedules. In this event, the State and Contractor will initiate one or more Work Authorizations, as described in Paragraph 9. Should the Contractor determine that a delay exists, or is probable due to failure of the State, the Contractor will notify the State in writing immediately. Communications should be addressed to the State Representative named in the order.

7. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

8. Rights in Data

- a. All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.
- b. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.
- c. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.
- d. This Agreement shall not preclude the Contractor from developing materials outside this Agreement which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Agreement.

9. Unanticipated Tasks

- a. In the event that additional work must be performed which was wholly unanticipated, and which was identified in neither the State's solicitation document nor the Contractor's bid submitted in response hereto, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this article will be employed.

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- b. For each item of unanticipated work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A and will be incorporated as a Schedule to this Agreement.
- c. It is understood and agreed by both parties to this Agreement that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such Work Authorization added as a Schedule to this Agreement. Such Work Authorization shall in no way constitute a contract other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.
- d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
- e. In addition, each Work Authorization shall include, as appropriate, the identification by the State of all confidential data and information to be made available to the Contractor in order to carry out this Agreement, as well as written statements of the State's procedural requirements for protection of such data and information from unauthorized use or disclosure. The Contractor agrees the Contractor will protect such data from unauthorized use or disclosure in accordance with Paragraph 7.
- f. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and State Representative named in the order .
- g. The State has the right to require the Contractor to stop or suspend work on any Work Authorization by fifteen (15) calendar days' prior written notice. The Contractor agrees to stop or suspend work earlier than fifteen (15) days, if Contractor employees engaged in the work can be reassigned to other duties.
- h. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - 1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Agreement cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - a) Authorize the Contractor to expend the estimated additional work hours of service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - b) terminate the Work Authorization, or
 - c) alter the scope of the Work Authorization in order to define tasks which can be accomplished within the remaining estimated work hours.
 - 2) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours of services. The State agrees to reimburse the Contractor for such additional work hours.

10. Reporting, Invoicing, and Payment for Services

[Note: Payment as shown under paragraphs 10b and 10c below must be tailored to be applicable to law and your procurement. PCC 12112 states that progress payments can only be made when the Contractor is developing something that is not suitable for sale to others in the ordinary course of the Contractor's business. Be aware that when there are progress payments, a faithful performance bond is required in the amount of one-half of the total contract.]

- a. The Contractor shall provide a weekly written and oral status report, including a review of current and subsequent weeks' work plans and an analysis of any problems previously encountered and still unresolved or anticipated to be encountered. These reports will be made to the State representative named in Rider A and to any personnel deemed appropriate.

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- b. During the execution of each Task Schedule which involves the delivery to the State of identified deliverable items, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the task schedules, determined on the basis of the lesser of either:
 - 1) the number of deliverables provided to the State divided by the total number of deliverables required to be delivered to the State, less 25 percent, less any amounts previously invoiced; or
 - 2) the number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less 25 percent, less any amounts previously invoiced.
- c. For those Task Schedules which do not involve delivery to the State of identified deliverable items, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Task Schedule, less 10 percent, less any amount previously invoiced. Actual progress payment amounts for such Task Schedules must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- d. Upon completion of a Task Schedule to the satisfaction of the State, the full charge for such Task Schedule, less amounts previously invoiced to the State in accordance with paragraphs 10b or 10c above, may be submitted for payment. However, this is only applicable when the benefits of completion of a Task Schedule can be fully utilized without completion of a subsequent Task Schedule(s).
- e. In the event that unanticipated work is performed, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. The Contractor will invoice the State monthly for the work hours expended in each Work Authorization for the preceding month. Each such invoice shall reflect the number of hours worked by each classification of Contractor personnel and the applicable billing rates. In no event shall the total amount paid for such unanticipated work exceed 10 percent of the total amount of this agreement.
- f. Invoices prepared in accordance with paragraphs 10b, c, d, and e, above will not be submitted more frequently than monthly to the State.
- g. In the aggregate, invoices reflecting progress payments will not exceed 90 percent of the ceiling amount of the agreement, with the balance to be invoiced upon satisfactory completion of the Agreement.
- h. The State shall make payment to the Contractor as promptly as fiscal procedures permit for performance under this Agreement in accordance with applicable completion criteria as accepted by the State and in accordance with invoices submitted. If the Contractor is a nonprofit organization and contract value is less than \$500,000, or if the Contractor is a small business, payment is due 30 days from the date the services are received and accepted by the State or 30 days from the date a corrected invoice is received in the office specified by the State, whichever is later. Payment is due to any other Contractor 60 days from the date the services are received and accepted by the State or 60 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date services are accepted by the State during the specified testing period.
- i. The State shall pay to the Contractor any California State and local sales/use taxes on the personal services provided pursuant to this Agreement.

11. Liabilities for Damages

The Contractor shall be relieved from liability with respect to the performance of work as outlined in each Task Schedule when the State agrees the Task Schedule has been satisfactorily completed.

Except for liability for injury to persons or damage to property, the Contractor will be liable for damages only to the extent of the maximum amount of this Agreement.

IN NO EVENT WILL THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT CONTRACTOR'S LIABILITY FOR PERSONAL INJURY AND DAMAGE TO PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR TORTIOUS ACT.

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not

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restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

12. Disputes

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California EDP policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.
- b. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

13. Contractor Evaluation

In accordance with the California Government Code, contractor performance evaluation will be completed within the guidelines of the State Administrative Manual, Section 1283. The State contracting agency, upon contract completion, will complete and forward the contractor evaluation to the Department of General Services.

14. Assignment of Antitrust Actions

The following provisions of Government Code Section 4552, 4553, and 4554 (Statutes of 1978, Ch. 414) shall be applicable to the Contractor.

"In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery."

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured hereby, or (b) the assignee declines to file a court action for the cause of action."

15. National Labor Relations Board Certification

By signing hereon the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code Section 10296.

16. Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

17. Examination and Audit

- a. Contract Audit

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The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

b. DVBE Audit

Contractor agrees that the awarding department, or its delegatee, will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the awarding department, or its delegatee, with any relevant information requested and shall permit the awarding department, or its delegatee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., the Military and Veterans Code 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

18. Drug-Free Workplace Certification.

By signing this contract the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - 1) will receive a copy of the company's drug-free policy statement; and,
 - 2) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor or grantee may be ineligible for award or any future state contracts if the department determines that any of the following has occurred: (1) the Contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

19. FORCED, CONVICT AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the state or accepting a purchase order, the contractor agrees to comply with this provision of the contract.

20. THE TRANSITION THROUGH YEAR 2000

The contractor warrants that its hardware, software, and firmware products delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and/or sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date data with it. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

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(In some cases, such as renewals of existing contracts, where the contractor acknowledges up front that some of the hardware, software, or firmware is not Year 2000 ready, the State would allow the contractor to use the following alternate language [underline for emphasis]):

The contractor warrants that its hardware, software, and firmware products delivered under this contract as specified in the product documentation supplied by the contractor shall be able to accurately process date data (including, but not limited to, calculating, comparing, and/or sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date data with it. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

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GENERAL TERMS AND CONDITIONS

1. License Grant

- A. Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license to use the Software Products listed in Rider B of this Agreement (hereinafter referred to as "Software Products").
- B. The license granted above authorizes the State to use the Software Products in machine-readable form on the computer system located at _____. Said computer system and its associated units (collectively referred to as CPU) is designated as an _____. Provided that if the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

By prior written notice, the State may redesignate the CPU in which the Software Products are to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

C. Encryption/CPU ID Authorization Codes

- 1) When Encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the State with shipment of the software.
- 2) In case of an inoperative CPU as defined in paragraph B, above, Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- 3) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or telecommunications of such change. Upon receipt of such notice, Contractor will issue via telephone/telecommunications to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

- D. State may use the Software Products in the conduct of its own business, and any division thereof.

2. Definitions

A. Site License

For each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in Rider B.

B. Designated CPU(s)

For each product, the term "Designated CPU(s) ", if applicable, means the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s) are specified on the contract, the term shall mean any and all CPUs located at the site specified therein.

C. Documentation

For each product governed by this Agreement, the term "Documentation" shall mean Licensor's standard user documentation for the computer software program(s).

3. Fees and Charges

- A. Upon completion of installation and acceptance of Software by State, in accordance with Paragraphs 5 and 6, State will pay the license fee or recurring charge for the Software Products as set forth in Rider B. Charges will commence on the Installation Date as specified under Paragraph 5. The Contractor shall render invoices for recurring charges or single charges in the month for which the charges accrue. Invoices will be submitted in duplicate unless notified otherwise by the

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State. Because the State may not prepay for services, such invoices are not due and payable until the month following the month for which the charges accrue. Fees for a partial month's use will be prorated based on a thirty (30) day month. Applicable taxes should be shown separately from the license fees on the invoices.

The State of California is exempt from Federal excise taxes, and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State will pay for any State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract.

- B. The State's obligation is payable only and solely from funds appropriated for the purpose of this contract. If funds are not appropriated by the Legislature to effect such continued payment in a future fiscal year, the State will terminate this contract under the provisions of Paragraph 12.
 - C. If the Contractor is a nonprofit organization and contract value is less than \$500,000, or if the Contractor is a small business, payment is due 30 days from the date the equipment, software or services are received and accepted by the State or 30 days from the date a correct invoice is received in the office specified by the State, whichever is later. Payment is due to any other Contractor 60 days from the date the equipment, software or services are received and accepted by the state or 60 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the equipment or software is accepted by the State during the specified testing period.
4. Maintenance (Applicable to products with renewable licenses or products with perpetual licenses where maintenance is required by the State)
- A. The correction of any residual errors in any Software Product which may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract. Suspected errors discovered by the State in the Software Products will be handled by the following procedures:
 - 1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.
 - 2) Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of said Software Product (or of the affected portions) in machine-readable form.
 - B. Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular hardware or operating system at rates in accordance with Rider B.
 - C. If Contractor is called upon by State to correct an error, caused by State's negligence, modification by State, State supplied data, machine or operator failure, or due to any other cause not inherent in the original Software Products, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with Rider B.
5. Installation
- A. The installation date of the Software Products shall be established in accordance with subparagraphs 1 and 2 below:
 - 1) If the State elects itself to install the Software Products, the State will have thirty (30) days from the date of receipt of the Software Products to initially install and evaluate the same. The date of expiration of this period shall hereafter be known as the "Installation Date". Contractor shall be responsible for providing criteria and test data necessary to check out the Software Products.
 - 2) If installation by Contractor is required by the State, Contractor will have up to thirty (30) days from the effective date of this Agreement to provide initial installation and evaluation of the Software Products on the designated CPU. Contractor will issue written notice of the fact that the Software Product is in fact operational, and the date of said notice shall be known as the "Installation Date". It will be at Contractor's discretion to determine the criteria and tests necessary to allow Contractor to issue a notice to the effect that the system is operational.

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- B. The State agrees to provide such access to its computer system as may be required by Contractor to properly install and test the Software Products. The State further agrees to provide at no cost to the Contractor, systems and production support as may be required by Contractor during installation.
- C. If installation by Contractor is requested by the State, Contractor will provide such installation on the State's equipment at State's then prevailing rates for such services on a time and material basis plus out-of-pocket expenses such as travel and per diem, not to exceed rates in accordance with this Agreement.

6. Acceptance of Software

- A. The State shall be deemed to have accepted each Software Product unless State, within thirty (30) days from the Installation Date, gives Contractor written notice to the effect that the Software Product fails to conform to the functional and performance specifications, which are not attached hereto but are hereby incorporated by reference. Contractor will, upon receipt of such notice, investigate the reported deficiencies. The rights of the parties shall be governed by the following:
 - 1) If it is found that the Software Product fails to conform to the specifications, and Contractor is unable to remedy the deficiency within sixty (60) days, State shall return all material furnished hereunder and this Agreement shall terminate.
 - 2) If it is found that the Software Product fails to conform to the description and the Contractor within sixty (60) days of receipt of the above said notice corrects the deficiencies in the Software Product, the State will provide Contractor with written acknowledgement of its acceptance of said Software Product.
 - 3) If it is found that the Software Product does, in fact, conform to the specifications, the State shall reimburse Contractor for the time and material cost of the investigation at Contractor's rates in accordance with Rider B.
- B. The State's acceptance of the Software Product is contingent upon Software Product conforming to functional and performance specifications and Contractor delivering adequate User Manuals within thirty (30) days from the Installation Date.

7. Right To Copy or Modify

- A. Any Software Product provided by Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than _ printed copies and _ machine-readable copies will be in existence under this Agreement at any one time without prior written consent from Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- B. The State agrees to keep any such copies and the original at a mutually designated State location, except that the State may transport or transmit a copy of the original of any Software Product to another State location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.
- C. The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPU's and shall be subject to the terms and conditions of this Agreement.

8. Documentation/Manuals

The Contractor agrees to provide to the State ___ copies of all manuals and other associated printed materials, and updated versions thereof, which are necessary or useful to the State in its use of the equipment or software provided hereunder. ___ copies will be for production use and ___ copies will be filed for Disaster Recovery purposes.

If additional copies of such documentation are required, Contractor will provide such manuals at the request of the State and upon receipt of an approved State purchase order. The requesting agency shall be billed for the manuals, and any associated costs thereto,

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by invoice that references the purchase order number on Contractor's invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the State may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The State agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

9. Protection of Software Product

State agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for State's exclusive use for the purposes of this Agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such data are not disclosed to others, without prior written consent of the Contractor.

The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this Agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

10. Confidentiality of Data

All financial, statistical, personal, technical, and other data and information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure will be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

11. Notices

All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties of this Agreement at their address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the address then prevailing:

*Contractor Name
Address
City, State, Zip Code*

*State of California Agency
Address
City, State, Zip Code*

12. Termination

- A. If the State shall at any time commit any breach of any covenant, warranty, or agreement herein contained, and shall fail to remedy any such breach within 30 days after written notice thereof, Contractor may at its option, and in addition to any other remedies that it may be entitled to, cancel and terminate this agreement by notices in writing to such effect.
- B. The State may terminate this Agreement in its entirety, without penalty, upon 30 days prior written notice to the Contractor.

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- C. Within 15 days after cancellation or termination of this Agreement, for whatever cause, State agrees to certify to Contractor in writing that the original and all copies, in whole and in part, in any form, including partial copies and modifications of any Software Product subject to this agreement, have been destroyed. However, upon prior written authorization from Contractor, the State may retain a copy for archive purposes only.
- D. If this Agreement shall be terminated as to certain, but not all, Software Products, the State will certify to Contractor in writing that the original and all copies, in whole or in part, in any form, including partial copies and modifications of the terminated Software Product have been destroyed.

13. Governing Law

This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of California.

14. Severability

If any provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this Agreement shall continue to be binding upon the parties hereto.

15. Future Releases

If improvement versions of any Software Product are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option provided such versions are operable on the same computer configuration. The charge for such upgrading to the later version will be the difference between the price established by Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

16. Amendments

This Agreement may be amended or modified only by mutual agreement of the parties in writing.

17. Patent and Copyright Indemnity

The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the software supplied by the Contractor infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

- A. That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
- B. That the Contractor shall have the sole control of the defense of any such action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.

18. Limitation of Liability

The State agrees that the Contractor will not be liable for any lost revenue, or for any claim or demand against the State by any other party arising out of the subject matter of this Agreement, except a claim for patent or copyright infringement as provided herein.

THE CONTRACTOR WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT CONTRACTOR'S LIABILITY FOR INJURY AND DAMAGE TO PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR TORTIOUS ACTS WHILE ON THE PREMISES OF THE STATE.

19. National Labor Relations Board

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Contractor, by signing the contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code Section 10296.

20. Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

21. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California EDP policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

The State and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this contract which are not affected by the dispute.

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RIDER A—SPECIAL PROVISIONS

1. INVOICES

Invoices shall be submitted to the “Mail & Bill To:” address of the applicable MSA order, Contract/Delegation Purchase Order, STD 65.

2. REPORTING

The Contractor shall deliver to the Department of General Services Procurement Division Master Agreement Unit, no later than the twentieth (20) working day of the month following the period for which the data is compiled, a management report summarizing information for each agency and each Order within the reporting period. The format of the report shall be determined by the Department of General Services Procurement Division after contract award and shall be subject to change upon thirty (30) days notice from same. Reports are to be provided monthly unless otherwise indicated by the Department of General Services Procurement Division. The report is to be sorted by State agency name and then by date. Each line of the report should represent one MSA Order, and contain the following information:

- Agency Name
- Agency Location
- STD 65 Order Number
- Order term
- Agency billing code for the Order
- Classification Designation
- Hourly rate
- Name of Contractor hired
- Total dollars approved for Order

The end of the report shall contain a cumulative summary section which recaps 1) associated Order numbers by agency, and if the Contractor is no longer working on the Order, the last day the Contractor worked; 2) Order numbers and contact dates for which the Contractor was unable to provide resumes; and 3) hours worked by Category within each contract year.

3. WORK AUTHORIZATIONS

Exhibit A provides an example of a Work Order Statement which must be completed by the agency and included with each MSA Order, CONTRACT/DELEGATION PURCHASE ORDER, STD 65.

4. CONTRACTS IN EXCESS OF \$200,000

For contracts in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 (Public Contract Code 10353).

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5. NONDISCRIMINATION CLAUSE

(The following is form Std. 17A. If form Std. 17B is needed, the language must be revised)

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

FEDERAL FUNDING

It is mutually understood that MSA Orders may involve Federal funding. If sufficient funds are not made available by Congress to the State agency submitting the Order, the agency has the option to void the Order under a thirty (30) day cancellation provision or to amend the Order to reflect any reduction of funds.

ESCALATION OF CONTRACT COSTS FOR YEARS TWO AND THREE

Before the anniversary of the award of the contract if the State decides to exercise its option to extend the contract on a year to year basis (up to two (2) additional years), the State will contact the contractor(s) to verify: 1) if the contractor(s) desires to escalate their rate(s) as specified based on the current rate(s) or 2) to escalate their rate(s) at a lower escalation percentage.

The State will use the contractor provided escalation percentage to determine the escalated contract rate(s) for the additional year(s). This will be calculated by using the current contract rate(s) multiplied by the escalation percentage, then adding that result to the current rate(s) to determine the new contract rate(s).
(Example Current rate is \$100.00 x 10% = \$10.00 New rate is \$100.00 + \$10.00 or \$110.00)

An Amendment will then be issued to the MSA with the new rates and contract period.

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PUBLISHED PRICE LISTS (RIDER B)

The following discounts shall apply to each contractor's respective price lists found on the Internet at

www.pd\dgs\ca\gov\acqui\mau.htm

Vendor	Final Score	Category /Item	Discount software	Discount services	Vendor	Final Score	Category /Item	Discount software	Discount services
AMS	936	3-h	0%	0%	BMI	1426	1-a	15%	15%
AMS	985	3-f	0%	0%	BMI	1187	1-b	15%	15%
AMS	1035	3-e	0%	0%	BMI	1009	1-f	15%	15%
AMS	896	3-c	0%	0%	BMI	1317	2-a	15%	15%
AMS	918	3-b	0%	0%	BMI	1042	2-b	15%	15%
AMS	859	3-a	0%	0%	BMI	1000	2-f	15%	15%
AMS	931	2-h	0%	0%	BMI	1350	3-a	15%	15%
AMS	956	2-f	0%	0%	BMI	1055	3-b	15%	15%
AMS	1014	2-e	0%	0%	BMI	1029	3-f	15%	15%
AMS	896	2-c	0%	0%					
AMS	909	2-b	0%	0%					
AMS	961	1-h	0%	0%					
AMS	948	1-f	0%	0%					
AMS	956	1-e	0%	0%					
AMS	921	1-c	0%	0%					
AMS	908	1-b	0%	0%					
D & T	935	1-b	10%	25%	DMC	1653	1-a	35%	20%
D & T	962	1-c	10%	25%	DMC	1346	1-b	35%	20%
D & T	952	1-e	10%	25%	DMC	1241	1-e	35%	20%
D & T	955	1-f	10%	25%	DMC	1057	2-e	35%	20%
D & T	940	1-h	10%	25%					
D & T	965	2-b	10%	25%	EDS	1463	1-a	10%	15%
D & T	920	2-c	10%	25%	EDS	1036	1-b	10%	15%
D & T	985	2-e	10%	25%	EDS	1050	1-c	10%	15%
D & T	958	2-f	10%	25%	EDS	947	1-e	10%	15%
D & T	910	2-h	10%	25%	EDS	1194	1-f	10%	15%
D & T	883	3-a	10%	25%	EDS	1438	2-a	10%	15%
D & T	1123	3-b	10%	25%	EDS	977	2-b	10%	15%
D & T	923	3-c	10%	25%	EDS	991	2-c	10%	15%
D & T	962	3-f	10%	25%	EDS	1058	2-e	10%	15%
D & T	905	3-h	10%	25%	EDS	1173	2-f	10%	15%
FileNet	935	1-b	5%	5%	HG	1053	1-b	15%	15%
FileNet	949	1-c	5%	5%	HG	1058	1-c	15%	15%
FileNet	915	1-e	5%	5%	HG	1075	1-f	15%	15%
FileNet	1092	1-f	5%	5%	HG	1023	1-h	15%	15%
FileNet	933	1-h	5%	5%	HG	904	2-a	15%	15%
FileNet	946	2-b	5%	5%	HG	1027	2-b	15%	15%
FileNet	961	2-c	5%	5%	HG	1003	2-c	15%	15%
FileNet	934	2-e	5%	5%	HG	1081	2-f	15%	15%
FileNet	1109	2-f	5%	5%	HG	990	2-h	15%	15%
Vendor	Final Score	Category /Item	Discount software	Discount services	Vendor	Final Score	Category /Item	Discount software	Discount services

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FileNet	943	2-h	5%	5%	HG	947	3-a	15%	15%
FileNet	899	3-a	5%	5%	HG	1014	3-b	15%	15%
FileNet	915	3-b	5%	5%	HG	994	3-c	15%	15%
FileNet	968	3-c	5%	5%	HG	1089	3-f	15%	15%
FileNet	923	3-e	5%	5%	HG	985	3-h	15%	15%
FileNet	1123	3-f	5%	5%					
FileNet	945	3-h	5%	5%					

Imtrek	1409	1-a	12%	12%	Infinisys	1325	1-a	5%	5%
Imtrek	950	1-b	12%	12%	Infinisys	1080	1-b	5%	5%
Imtrek	1117	1-c	12%	12%	Infinisys	1094	1-f	5%	5%
Imtrek	962	1-e	12%	12%	Infinisys	1088	1-h	5%	5%
Imtrek	858	1-f	12%	12%	Infinisys	1298	2-a	5%	5%
Imtrek	1535	2-a	12%	12%	Infinisys	1006	2-b	5%	5%
Imtrek	1058	2-b	12%	12%	Infinisys	1105	2-f	5%	5%
Imtrek	1070	2-c	12%	12%	Infinisys	1351	3-a	10%	10%
Imtrek	1051	2-e	12%	12%	Infinisys	886	3-f	10%	10%
Imtrek	860	2-f	12%	12%					

KPMG	986	2-b	30%	30%
KPMG	933	3-a	30%	30%
KPMG	960	3-b	30%	30%

Neko	1312	1-a	10%	10%	OTG	1131	1-a	5%	5%
Neko	1070	1-b	10%	10%	OTG	977	1-b	5%	5%
Neko	1090	1-c	10%	10%	OTG	975	1-c	5%	5%
Neko	950	1-e	10%	10%	OTG	940	1-e	5%	5%
Neko	868	1-f	10%	10%	OTG	840	1-f	5%	5%
Neko	951	1-h	10%	10%	OTG	1210	1-h	5%	5%
Neko	1195	2-a	10%	10%	OTG	1149	2-a	5%	5%
Neko	1034	2-b	10%	10%	OTG	1001	2-b	5%	5%
Neko	977	2-c	10%	10%	OTG	1057	2-c	5%	5%
Neko	988	2-e	10%	10%	OTG	954	2-e	5%	5%
Neko	893	2-f	10%	10%	OTG	909	2-f	5%	5%
Neko	926	2-h	10%	10%	OTG	1032	2-h	5%	5%
Neko	1075	3-a	10%	10%	OTG	1170	3-a	5%	5%
Neko	998	3-b	10%	10%	OTG	985	3-b	5%	5%
Neko	1071	3-c	10%	10%	OTG	924	3-e	5%	5%
Neko	968	3-e	10%	10%	OTG	916	3-f	5%	5%
Neko	955	3-f	10%	10%	OTG	1025	3-h	5%	5%
Neko	909	3-h	10%	10%					

S. Cyber	1307	1-a	15%	15%	S. Systems	876	1-c	21%	0%
S. Cyber	1233	1-b	10%	10%	S. Systems	1084	1-f	0%	0%
S. Cyber	1035	1-c	15%	15%	S. Systems	972	1-h	21%	0%
S. Cyber	1067	1-e	15%	15%	S. Systems	1082	2-b	21%	0%
Vendor	Final Score	Category /Item	Discount software	Discount services	Vendor	Final Score	Category /Item	Discount software	Discount services
S. Cyber	1167	1-f	15%	15%	S. Systems	1031	2-c	21%	0%
S. Cyber	1275	2-a	15%	15%	S. Systems	1023	2-f	0%	0%
S. Cyber	1079	2-b	15%	15%	S. Systems	953	2-h	21%	0%

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S. Cyber	866	2-c	15%	15%	S. Systems	961	3-b	21%	0%
S. Cyber	999	2-e	15%	15%	S. Systems	967	3-c	21%	0%
S. Cyber	1169	2-f	15%	15%	S. Systems	1015	3-f	0%	0%
S. Cyber	1160	3-a	15%	15%	S. Systems	861	3-h	23%	0%
S. Cyber	1173	3-b	20%	20%					
S. Cyber	896	3-e	15%	15%					

Unisys	1241	1-a	10%	10%	Western	883	1-c	5%	5%
Unisys	1207	1-b	10%	10%	Western	1279	1-e	5%	5%
Unisys	1168	1-c	10%	10%	Western	1198	1-f	5%	5%
Unisys	1198	1-e	10%	10%	Western	1018	2-a	10%	10%
Unisys	1061	1-f	10%	10%	Western	918	2-b	10%	10%
Unisys	987	1-h	10%	10%	Western	953	2-c	10%	10%
Unisys	1098	2-a	10%	10%	Western	1291	2-e	10%	10%
Unisys	1066	2-b	10%	10%	Western	1162	2-f	10%	10%
Unisys	1007	2-c	10%	10%	Western	1056	3-a	10%	10%
Unisys	830	2-e	10%	10%	Western	899	3-b	10%	10%
Unisys	1017	2-f	10%	10%	Western	944	3-c	10%	10%
Unisys	1267	2-h	10%	10%	Western	1275	3-e	10%	10%
Unisys	1093	3-a	10%	10%	Western	1181	3-f	10%	10%
Unisys	1003	3-b	10%	10%	Western	1187	3-h	10%	10%
Unisys	962	3-c	10%	10%					
Unisys	1040	3-e	10%	10%					
Unisys	1003	3-f	10%	10%					
Unisys	1301	3-h	10%	10%					

WIC	1113	1-a	5%	5%	Wilbanks	970	1-a	10%	0%
WIC	974	1-b	5%	5%	Wilbanks	872	1-b	10%	0%
WIC	1072	1-c	5%	5%	Wilbanks	960	1-c	10%	0%
WIC	944	1-e	5%	5%	Wilbanks	1312	1-f	20%	0%
WIC	974	1-f	5%	5%	Wilbanks	1152	1-h	10%	0%
WIC	950	1-h	5%	5%	Wilbanks	1179	2-a	10%	0%
WIC	1184	2-a	7%	7%	Wilbanks	1050	2-b	10%	0%
WIC	1013	2-b	7%	7%	Wilbanks	1137	2-c	10%	0%
WIC	1112	2-c	7%	7%	Wilbanks	1280	2-f	20%	0%
WIC	985	2-f	7%	7%	Wilbanks	1314	2-h	10%	0%
WIC	944	2-h	7%	7%	Wilbanks	1321	3-a	10%	0%
WIC	1249	3-a	10%	10%	Wilbanks	1135	3-b	10%	0%
WIC	1036	3-b	10%	10%	Wilbanks	1232	3-c	10%	0%
WIC	1125	3-c	10%	10%	Wilbanks	1267	3-f	20%	0%
WIC	977	3-f	10%	10%	Wilbanks	1515	3-h	20%	0%
WIC	979	3-h	10%	10%					

Vendor	Final Score	Category /Item	Discount software	Discount services	Vendor	Final Score	Category /Item	Discount software	Discount services
Xpert	986	1-a	0%	0%					
Xpert	867	1-b	0%	0%					
Xpert	934	1-c	0%	0%					
Xpert	915	1-f	0%	0%					
Xpert	1003	1-h	0%	0%					
Xpert	924	2-a	0%	0%					

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Xpert	816	2-b	0%	0%
Xpert	792	2-c	0%	0%
Xpert	907	2-f	0%	0%
Xpert	1020	2-h	0%	0%
Xpert	932	3-a	0%	0%
Xpert	808	3-b	0%	0%
Xpert	917	3-f	0%	0%
Xpert	1038	3-h	0%	0%